

4 Attachment 1

Borough of Gettysburg

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

THIS IS AN ADDENDUM TO YOUR RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS ADDENDUM CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS ADDENDUM UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS ADDENDUM.

This Addendum to Residential Rental Agreement is made this ____ day of _____, _____, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement (Lease) made by the under signed Tenant and Landlord, their heirs, successors and assigns, dated _____. The Residential Rental Agreement (Lease) and this Addendum pertain to the premises described in said Agreement (Lease) and are located at _____. This Addendum is required by §302(5) of the Regulated Rental Unit Occupancy Ordinance of the Borough of Gettysburg.

ADDITIONAL COVENANTS AND OBLIGATIONS

In additional to the agreements and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby agree as follows:

A. Landlord's Agreements and Obligations:

1. Landlord agrees to keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Borough of Gettysburg and all applicable state laws and shall keep the leased premises in a good and safe condition.

2. The manager for the leased premises is:

Name _____

Address _____

Telephone Number(s) _____

3. The Landlord is responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the Tenant agrees to perform which are as follows:

BUILDINGS

4. The Landlord agrees to promptly respond to reasonable complaints and inquiries from the Tenant.

B. Tenant's Agreements and Obligations:

1. Tenant agrees to comply with all applicable Codes and Ordinances of the Borough of Gettysburg and all applicable State laws.

2. Tenant agrees that the maximum number of persons permitted within the property at any time shall be _____ and the maximum number of persons permitted within the common space of the property at any time shall be_____.

3. Tenant agrees to dispose of all rubbish, garbage and other waste from the property in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the Borough of Gettysburg's Solid Waste and Recycling Ordinance.

4. Tenant agrees not to engage in any conduct on the property which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor will Tenant permit others on the property to engage in such conduct.

5. Tenant agrees to use and occupy the property so as not to disturb the peaceful enjoyment of adjacent or nearby properties by others.

6. Tenant agrees not to cause, nor to permit nor to tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant agrees not to engage in, nor to tolerate nor to permit others on the property to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."

8. Tenant acknowledges and agrees that he or she is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Gettysburg and that the issuance by any municipal officer of the Borough of Gettysburg of a Certificate of Noncompliance with said Ordinance relating to the property is a breach of

the lease of which this Addendum is a part. If such a breach occurs, Landlord has the right and option to pursue any and all of the following remedies:

- a. Termination of lease without prior notice;
- b. To bring an action to recover possession of the property without abatement of rents paid, including reasonable attorney's fees and costs;
- c. To bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and
- d. To bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

By signing this Addendum to Residential Rental Agreement, each Tenant agrees that the Tenant has read and understands all of the agreements in this Addendum.

Witness:

Tenant

Tenant

Tenant

Tenant

Landlord

Landlord